

# SIEGLING AUSTRALIA PTY. LTD.

A.C.N. 003 038 640

A **Forbo** Group Company

Customer Service Tel: 1300 137 933  
Customer Service Fax: 1300 137 944

## TERMS AND CONDITIONS

All quotations made orders accepted and contracts entered into are subject to the following conditions unless expressly varied in writing and signed by us:

1. (a) Any quotations we make may be withdrawn by us at any time prior to receiving the purchaser's acceptance. Prices not quoted for shall be the prices then prevailing and we reserve the right to alter and amend our price lists from time to time.  
(b) We reserve the right to increase the amount charged on any invoice up to the minimum charge as is current at the date of invoice.
2. (a) Any price quoted by us is based on our current costs at the ruling rate of overseas exchange, insurance and freight and the current rate of duty or other quoted at the current rate of sales tax, customs, excise or other comparable charge, and in the event of any change in costs or rates after our accepting an order or a purchaser accepting our quotation, the amount of any such increase shall be added to the purchase price, and in the event of any decrease in such prices and rates, it shall be deducted from the purchase price.  
(b) For belts delivered with pre tension the length invoiced will be the operational length.
3. Any price quoted is based on the cost of labour then ruling and if after the date of acceptance of an order or the purchaser's acceptance of our quotation, the costs to us of the said goods or services be varied by reason of any Industrial Award or agreement, Commonwealth or State legislation or regulation affecting the wages, hours of work or conditions of employment for employees engaged in the services or the manufacture or supply of the goods or the materials from which the goods are constructed the amount of such increase will be added to the purchase price or in the event of any reduction shall be deducted from the purchase price.
4. If completion of the order or contract within a reasonable period shall be impracticable by reason of any strike, lock out, war, threats of war, force majeure, act of God, restraints of prices, unavailability of parts or materials or unforeseeable accident or whole or in part and upon such cancellation, the Purchaser shall pay to us such a sum as will together with any other sums previously paid bear the same proportion to the contract price as the goods delivered or services supplied bear to the goods or services ordered and agreed to be supplied. We shall not be liable for any penalty or to make good any loss due to late delivery or non-delivery occasioned by any such cause beyond our control.
5. In respect of goods fabricated by us we guarantee to make good all defects appearing within six (6) months from the date of delivery arising from faulty workmanship or materials in the course of fabrication subject to the following conditions:
  - (a) The Purchaser shall give us notice in writing within fourteen (14) days of the discovery of the defect;
  - (b) Any dismantling or repair of such goods made without our written authority will void the guarantee;
  - (c) Any abnormal or incorrect use or failure to maintain in the usual or recommended manner will void the guarantee;
  - (d) Subject to Clause 5(b) above the goods must be returned to us and the Purchaser shall pay the freight in both directions;
  - (e) Deviations from belt sizes ordered are not considered defects provided they are within our standard fabrication tolerances;
  - (f) The Purchaser hereby grants to us access to the place of operation in order to investigate operational circumstances;
  - (g) Technical advice relating to the use and application of goods sold by us is given or rendered in good faith but without obligation whatsoever on our part;
  - (h) Our costs of investigating alleged defects if the claim is unfounded, shall be paid by the Purchaser.
6. In respect of goods not manufactured by us whether assembled to other goods or not, we offer the same guarantee as that given to us by our supplier and so far as we are able will transfer to the purchaser the benefit of any guarantee of free service or maintenance commitment which may have been given by the supplier or the manufacturer in respect of any such goods.
7. In respect of the supply of service by us we guarantee either to rectify our faulty workmanship appearing within six (6) months from the date of supply of such services or else to refund to the purchaser the cost to the purchaser of such services

8. Your attention is drawn to the provisions of the Trade Practices Act, 1974 (Commonwealth) and the Sale of Goods Act 1923 (N.S.W.) as amended by the Commercial Transactions (Miscellaneous) Act 1974 (N.S.W.). The warranties comprised in conditions 5, 6, and 7 are expressly in lieu of all other warranties (or guarantees) express or implied, both statutory and otherwise unless you are a consumer protected by the provisions of the Trade Practices Act 1974 (Commonwealth) or the Sale of Goods Act 1923 (N.S.W.) as amended by the Commercial Transactions (Miscellaneous Provisions) Act 1974 (N.S.W.).
9. Claims additional to those referred to in clauses 5, 6 and 7 shall not be acknowledged, such as loss of profits or consequential damages. In all instances our liability will not exceed the purchase price of the goods.
10. (a) Property in the goods shall remain in us until we have received payment in full of the price and any additional sums due under the contract and in the case of payment by cheque, bill of exchange or note, until the same has been honoured.  
(b) If the Purchaser incorporates the goods into composite products to absolute title to such composite products shall vest in us until payment in full of all monies in accordance with Clause 10(a).  
(c) The Purchaser shall maintain records of goods and composite products which belong to us and identify them to us on demand. Failing such identification all goods supplied by us and composite products incorporating such goods in the Purchaser's possession shall be deemed to belong to us to the extent of all sums due to us. If the Purchaser shall sell or otherwise dispose of goods (including any composite products incorporating them) or make any insurance claim in respect of them prior to making payment in full for them he shall not enter into any commitment or give any warranties or make any representations on behalf of us and the proceeds of any such sale or other disposition (or claim thereto) or any insurance proceeds (or claim thereto) shall belong to us to the extent of all sums due to us.  
(d) If the Purchaser shall fail to make all payments when due or shall become subject to the bankruptcy laws or enter into any composition with its creditors or enter into liquidation or suffer a receiver or manager to be appointed for all or part of its assets we shall have the right, without prejudice to any other remedy we have, to repossess the goods and any composite products incorporating them without prior notice and to enter any premises for the purpose of such repossession or to insist that the Purchaser pay all proceeds of sale, disposition or insurance of goods and composite products belonging to us or deemed to belong to us in accordance with this clause into a separate trust bank account in our name.  
(e) Nothing in this condition shall give the Purchaser any right to return goods sold hereunder. We may sue the Purchaser for the price when due notwithstanding that property in the goods may not have passed to the Purchaser. The risk in the goods shall pass on the goods being consigned for delivery from us or our agents to the Purchaser and shall remain with the Purchaser at all times unless and until we have retaken possession of them.
11. (a) When the cost of tooling is wholly borne by the Purchaser the tools belong to the Purchaser; where only part of the cost of tooling is borne by the Purchaser the tools belong to us.  
(b) Any damage to tooling owned by the Purchaser in the process of manufacture howsoever caused including damage caused by the negligence of us, our servants, employees, agents and subcontractors will be paid for by the Purchaser.  
(c) Any tooling owned by the Purchaser and left in our keeping must be insured by the Purchaser as we do not accept any responsibility for it.
12. We will be entitled to sub-contract any order in whole or in part.
13. No order with us may be cancelled without our written consent.
14. No order placed or contract made with us may be altered without our consent in writing.
15. We reserve the right to substitute materials and to modify specifications from time to time.
16. Any agreement made with us shall be deemed to have been made in Sydney in the State of New South Wales and this agreement shall be interpreted in accordance with the law of the State of New South Wales.
17. References to "we", "our" and "us" herein refer to Siegling Australia Pty. Limited and/or its subsidiary companies.

## FABRICATION TOLERANCES

<b>TRANSILON 90</b>			<b>EXTREMULTUS 80</b>			<b>EXTREMULTUS 81</b>			<b>EXTREMULTUS 85</b>		
Width Tolerances:			Width Tolerances:			Width Tolerances:			Width Tolerances:		
from	50 to	100mm ± 2.5%	from	10 to	50mm ± 1mm	from	20 to	50mm ± 5.0%	from	10 to	50mm ± 1mm
more than	100 to	150mm ± 2.0%	more than	50 to	100mm ± 2mm	more than	50 to	100mm ± 3.0%	more than	50 to	200mm ± 2mm
more than	150 to	200mm ± 1.5%	more than	100 to	500mm ± 3mm	more than	100 to	250mm ± 2.0%	more than	200 to	500mm ± 3mm
more than	200 to	300mm ± 1.0%	more than	500 to	750mm ± 10mm	more than	250mm	±1.5%			
more than	300 to	750mm ± 0.8%	more than	750 to	1200mm ± 15mm						
more than	750 to	1500mm ± 0.7%									
more than	1500 to	2000mm ± 0.6%									
more than	2000 to	2900mm ± 0.5%									
more than	2900 to	3500mm ± 0.4%									
more than	3500 to	4300mm ± 0.3%									
Length Tolerances:			Length Tolerances:			Length Tolerances:			Length Tolerances:		
from	900 to	1500mm ± 1.0%	from	500 to	5000mm ± 0.5%	from	550 to	1000mm ± 1.0%	from	450 to	5000mm ± 0.5%
more than	1500 to	2500mm ± 0.7%	more than	5000 to	15000mm ± 0.3%	more than	1000 to	5000mm ± 0.5%	more than	5000 to	15000mm ± 0.3%
more than	2500 to	5000mm ± 0.5%	more than	15000mm	±0.2%	more than	5000mm	± 0.4%	more than	15000mm	± 0.2%
more than	5000 to	10000mm ± 0.4%									
more than	10000mm	± 0.3%									

Please note: The EXTREMULTUS 81 and TRANSILON 90 types are virtually stable dimensionally. With humidity and temperature fluctuations negligible changes in sizes might be encountered dependant on the nature of the materials. Refer to us for Fabrication Tolerances on belts not shown above.